

Terms and conditions for TimerCampaign

The service "TimerCampaign" is offered over the internet in the form of Software-as-a-Service by the company TimerCampaign. The use of TimerCampaign is subject to the below terms and conditions. Using TimerCampaign constitutes acceptance of these terms and conditions. Deviations from these terms and conditions is possible only by means of written confirmation by TimerCampaign.

Article 1. Use of the service

1.1. The service TimerCampaign is offered for the purpose of office automation within your company, using the tools available from TimerCampaign. You choose yourself how to employ the tools and for which specific purposes.

1.2. To use TimerCampaign, you first need to register. After completing registration, you can directly log into your account and use the service.

1.3. You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential.

TimerCampaign may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified TimerCampaign that someone else knows your password.

1.4. TimerCampaign allows you to process personal data. TimerCampaign acts as a processor as that term is defined in the General Data Protection Regulation; you are the controller. You indemnify and hold harmless TimerCampaign against all claims by third parties in connection with this Act.

Article 2. Terms of use

2.1. It is not permitted to use TimerCampaign for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.

2.2. In particular it is not permitted to use TimerCampaign in a manner that causes a nuisance or hindrance for other users. This includes (among others) the use of personal scripts or programs for up- or downloading large amounts of data or the excessively often accessing the service.

2.3. Should TimerCampaign discover that you violate any of the above, or receive a

complaint alleging the same, then TimerCampaign may intervene to end the violation.

2.4. If in the opinion of TimerCampaign the continued functioning of the computer systems or network of TimerCampaign or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, TimerCampaign may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

2.5. TimerCampaign is at all times entitled to file a criminal complaint for any offenses committed through or using the service. In addition TimerCampaign is entitled to supply your name, address, IP-address and other identifying data to a third party alleging that you violate its rights or these terms and conditions, provided the validity of the complaint is clear, no other way of obtaining this information exists and the third party has an evident interest in obtaining this information.

2.6. TimerCampaign may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless TimerCampaign from all third-party claims arising out of your violation of these terms of use.

Article 3. Availability and maintenance

3.1. TimerCampaign makes no promises regarding availability of the service.

3.2. TimerCampaign actively maintains TimerCampaign. Maintenance can take place at any time, even if this may negatively impact the availability of the service. Maintenance is announced in advance whenever possible.

3.3. TimerCampaign may from time to time adapt TimerCampaign. Your feedback and suggestions are welcome but ultimately TimerCampaign decides which adaptations to carry out (or not).

Article 4. Intellectual property

4.1. The service TimerCampaign, the accompanying software as well as all information and images on the website is the intellectual property of TimerCampaign. None of these items may be copied or used without prior written permission of TimerCampaign, except and to the extent permitted by mandatory law.

4.2. Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). TimerCampaign receives a limited license to use this information for the service, including for future aspects thereof. You can cancel this license by removing the information in question and/or terminating the agreement.

4.3. If you send information to TimerCampaign, for example a bug report or suggestion for improvement, you grant TimerCampaign a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.

4.4. TimerCampaign shall refrain from accessing data you store or transfer using TimerCampaign, unless this is necessary for a good provision of the service or TimerCampaign is forced to do so by law or order of competent authority. In these cases TimerCampaign shall use its best efforts to limit access to the information as much as possible.

Article 5. Compensation for the service

5.1. The use of TimerCampaign is subject to a fee which is due every year or month. The fee must be paid in advance.

5.2. Payment is possible by creditcard, or as explained further on the website.

5.3. Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

Article 6. Limitation of liability

6.1. Except in case of intentional misconduct or gross negligence the liability of TimerCampaign shall be limited to the amount paid by you in the three months prior to the moment the cause of the damage occurred.

6.2. TimerCampaign in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.

6.3. Damages may only be claimed if reported in writing to TimerCampaign at most two months after discovery.

6.4. In case of force majeure TimerCampaign is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

Article 7. Term and termination

7.1. This agreement enters into force as soon as you first use the service and then remains in force until terminated.

7.2. If you entered into this agreement as a consumer, you may terminate the agreement at any time with a notice period of one month, calculated from the moment of the notice. Non-consumers can terminate the agreement with a notice period of two months.

7.3. TimerCampaign is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event TimerCampaign shall first send a reminder mail to the e-mail address connected to your account.

7.4. Upon request and payment of an additional fee TimerCampaign may provide you with a copy of the data stored using the service. Contact us for options and costs.

Article 8. Changes to terms

8.1. TimerCampaign may change or add to these terms and conditions as well as any prices at any time.

Article 9. Miscellaneous provisions

9.1. Dutch law applies to this agreement.

9.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with TimerCampaign shall be brought before the competent Dutch court for the principal place of business of TimerCampaign.

9.3. For any clause in these terms and conditions that demand that a statement must

be done "in writing" to be legally valid, a statement by e-mail or communication through the TimerCampaign service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.

9.4. The version of any communication of information as recorded by TimerCampaign shall be deemed to be authentic, unless you supply proof to the contrary.

9.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

9.6. TimerCampaign is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of TimerCampaign or the associated business activities.